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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.562 OF 2005
IN
SUMMARY SUIT NO.3219 OF 2004

The Ganesh Bank of Kurundwad Ltd.).. Plaintiff

Versus

Balasaheb Shankar Koli and two others).. Defendants

Mr.P.M. Arjunwadkar i/b.Mr.Girish S. Godbole for the Plaintiff.

None present for the Defendants.

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **3RD APRIL 2006**

P.C.:

. This present Summons for Judgement is directed only against Defendant No.3 who is the guarantor of the loan taken by Defendant No.1 from the Plaintiff Bank. The Plaintiff had granted a loan for an amount of Rs.3,40,000/- to Defendant No.1 to be repaid within four years. This loan was advanced by the Plaintiff in order to enable Defendant No.1 to purchase a Tata Sumo vehicle. Demand Promissory Note for Rs.3,40,000/- was executed by Defendant No.1 and Defendant Nos.2 and 3 were the guarantors. The required documentation between the Plaintiff and the Defendants was executed.

Defendant Nos.2 and 3 had executed a guarantee in respect of the term loan of Rs.3,40,000/- which was to be repaid by Defendant No.1 at the rate of 21% per annum.

2. The Summons for Judgment has been directed only against Defendant No.3. Notices were sent by hand delivery, through courier and Registered Post A.D. to Defendant No.3. However, Defendant No.3 has refused service. Nobody appears for Defendant No.3.

3. There is no defence to the Summons for Judgment. In my view, therefore, the decree as prayed for against Defendant No.3 must follow.

4. Decree as prayed for against Defendant No.3 granted.

5. Summons for Judgment disposed of accordingly.